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16 UNITED STATES OF AMERICA



10 UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA
12 UNITED STATES OF AMERICA, No. 2:23-cr-00504-SVW
13 Plaintiff,
14 v.
15 ALI GARAWI,
16 Defendant.

17
18 1. This constitutes the plea agreement between ALI GARAWI
19 ("defendant"), and the United States Attorney's Office for the
20 Central District of California (the "USAO") in the above-captioned
21 case. This agreement is limited to the USAO and cannot bind any
22 other federal, state, local, or foreign prosecuting, enforcement,
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a) At the earliest opportunity requested by the USAO and
27 provided by the Court, appear and plead guilty to the information,

1 which charges defendant with conspiracy to commit wire fraud, in
2 violation of 18 U.S.C. § 371.

3 b) Not contest facts agreed to in this agreement.

4 c) Abide by all agreements regarding sentencing
5 contained in this agreement.

6 d) Appear for all court appearances, surrender as
7 ordered for service of sentence, obey all conditions of any bond,
8 and obey any other ongoing court order in this matter.

9 e) Not commit any crime; however, offenses that would be
10 excluded for sentencing purposes under United States Sentencing
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are
12 not within the scope of this agreement.

13 f) Be truthful at all times with Pretrial Services, the
14 United States Probation Office, and the Court.

15 g) Pay the applicable special assessment at or before
16 the time of sentencing unless defendant lacks the ability to pay and
17 prior to sentencing submits a completed financial statement on a
18 form to be provided by the USAO.

19 h) Not bring a post-conviction collateral attack on the
20 conviction or sentence except a post-conviction collateral attack
21 based on a claim of ineffective assistance of counsel.

22 i) Not move to withdraw defendant's guilty plea.

23 j) Not file a notice of appeal, unless the term of
24 imprisonment imposed exceeds five years.

25 3. Defendant further agrees:

26 a. To forfeit to the United States of America any and
27 all interests of defendant in the following items (collectively
28 referred to herein as the "Forfeitable Property"), which Forfeitable

1 Property defendant agrees (1) constitutes or is derived from
2 proceeds traceable to violations of 18 U.S.C. §§ 371 and 1343 and/or
3 21 U.S.C. §§ 841 and 846; and (2) shall, at the sole election of the
4 United States of America, be criminally forfeited or civilly
5 forfeited, administratively or judicially, pursuant to 18 U.S.C.
6 § 981, 18 U.S.C. § 982, 21 U.S.C. § 881, 28 U.S.C. § 2461 or
7 otherwise:

8 i. \$628,740.00 in U.S. Currency seized from U.S.
9 Private Vaults safe deposit box number 1805 in March 2021, CATS ID
10 Number 21-FBI-003033;

11 ii. \$523,716.00 in U.S. Currency seized on or about
12 May 10, 2022 from Muhammad Garawi's residence in Los Angeles,
13 California, CATS ID Number 22-FBI-003604;

14 iii. \$4,478.00 in U.S. Currency seized on or about
15 May 10, 2022 from defendant's residence in Los Angeles, California,
16 CATS ID Number 22-FBI-003603; and

17 iv. \$251,253.00 in U.S. Currency seized on or about
18 May 10, 2022 from Rasool Garawi's residence in Los Angeles,
19 California, CATS ID Number 22-FBI-003602.

20 b. To deliver to the undersigned Assistant United States
21 Attorney, within fourteen (14) calendar days of the written request
22 by the USAO (through an Assistant United States Attorney) therefor,
23 a notarized release in the form of Exhibit A attached hereto,
24 executed by Rasool Garawi and Muhammad Garawi, of their right to
25 contest the forfeiture of the Forfeitable Property.

26 c. To the Court's entry of a Preliminary Order of
27 Forfeiture at or before sentencing with respect to the Forfeitable
28 Property, which Preliminary Order of Forfeiture shall become final

1 as to defendant upon entry, and to the forfeiture of the Forfeitable
2 Property.

3 d. To take whatever steps are necessary to pass to the
4 United States clear title to the Forfeitable Property, including,
5 without limitation, the execution of a consent decree of forfeiture
6 and the completing of any other legal documents required for the
7 transfer of title to the United States.

8 e. Not to contest any administrative forfeiture
9 proceedings or civil judicial proceedings commenced against the
10 Forfeitable Property. If defendant submitted a claim and/or
11 petition for remission for all or part of the Forfeitable Property
12 on behalf of himself or any other individual or entity, defendant
13 shall and hereby does withdraw any such claims or petitions
14 (including, without limitation, the pseudonym claim defendant admits
15 he signed on or about June 21, 2021 as John Doe which was submitted
16 by The Shevin Law Group to the Federal Bureau of Administration).
17 Defendant further agrees to waive any right he may have to seek
18 remission or mitigation of the forfeiture of the Forfeitable
19 Property. In addition, Defendant further waives any and all notice
20 requirements of 18 U.S.C. § 983(a)(1)(A).

21 f. Not to assist any other individual in any effort
22 falsely to contest the forfeiture of the Forfeitable Property.

23 g. Not to claim that reasonable cause to seize the
24 Forfeitable Property was lacking.

25 h. To prevent the transfer, sale, destruction, or loss
26 of the Forfeitable Property to the extent defendant has the ability
27 to do so.

28

1 i. To fill out and deliver to the USAO a completed
2 financial statement listing defendant's assets on a form provided by
3 the USAO.

4 j. That forfeiture of Forfeitable Property shall not be
5 counted toward satisfaction of any special assessment, fine,
6 restitution, costs, or other penalty the Court may impose.

7 k. With respect to any criminal forfeiture ordered as a
8 result of this plea agreement, defendant waives: (1) the
9 requirements of Federal Rules of Criminal Procedure 32.2 and 43(a)
10 regarding notice of the forfeiture in the charging instrument,
11 announcements of the forfeiture at sentencing, and incorporation of
12 the forfeiture in the judgment; (2) all constitutional and statutory
13 challenges to the forfeiture (including by direct appeal, habeas
14 corpus or any other means); and (3) all constitutional, legal, and
15 equitable defenses to the forfeiture of the Forfeitable Property in
16 any proceeding on any grounds including, without limitation, that
17 the forfeiture constitutes an excessive fine or punishment.

18 Defendant acknowledges that the forfeiture of the Forfeitable
19 Property is part of the sentence that may be imposed in this case
20 and waives any failure by the Court to advise defendant of this,
21 pursuant to Federal Rule of Criminal Procedure 11(b) (1) (J), at the
22 time the Court accepts defendant's guilty plea.

23 THE USAO'S OBLIGATIONS

24 4. The USAO agrees to:

25 a) Not contest facts agreed to in this agreement.

26 b) Not recommend a sentence that includes prison.

27 c) Except for criminal tax violations (including
28 conspiracy to commit such violations chargeable under 18 U.S.C.

1 § 371), not further criminally prosecute defendant based on facts
2 contained in the discovery. Defendant understands that the USAO is
3 free to criminally prosecute defendant for any other unlawful past
4 conduct or any unlawful conduct that occurs after the date of this
5 agreement. Defendant agrees that at the time of sentencing the
6 Court may consider the uncharged conduct in determining the
7 applicable Sentencing Guidelines range, the propriety and extent of
8 any departure from that range, and the sentence to be imposed after
9 consideration of the Sentencing Guidelines and all other relevant
10 factors under 18 U.S.C. § 3553(a).

11 NATURE OF THE OFFENSE

12 5. Defendant understands that for defendant to be guilty of
13 conspiracy to commit wire fraud, in violation of Title 18, United
14 States Code, Section 371, the following must be true: First, during
15 the time period alleged in the information there was an agreement
16 between two or more persons to commit wire fraud; Second, defendant
17 became a member of the conspiracy knowing of its object and
18 intending to help accomplish it; and Third, one of the members of
19 the conspiracy performed at least one overt act for the purpose of
20 carrying out the conspiracy. The elements of wire fraud, in turn,
21 are as follows: First, defendant knowingly participated in or
22 devised a scheme to defraud, or a scheme or plan for obtaining money
23 or property by means of false or fraudulent pretenses,
24 representations, or promises; Second, the statements made or facts
25 omitted as part of the scheme were material, that is, they had a
26 natural tendency to influence, or were capable of influencing, a
27 person to part with money or property; Third, defendant acted with
28 the intent to defraud, that is, the intent to deceive or cheat; and

1 Fourth, defendant used, or caused to be used, wire communications in
2 interstate or foreign commerce to carry out or attempt to carry out
3 an essential part of the scheme.

4 PENALTIES AND RESTITUTION

5 6. Defendant understands that the statutory maximum sentence
6 that the Court can impose for a violation of Title 18, United States
7 Code, Section 371 is: Five years' imprisonment; a three-year period
8 of supervised release; a fine of \$250,000, or twice the gross gain
9 or loss, whichever is greatest; and a mandatory special assessment
10 of \$100.

11 7. Defendant understands that supervised release is a period
12 of time following imprisonment during which defendant will be
13 subject to various restrictions and requirements. Defendant
14 understands that if defendant violates one or more of the conditions
15 of any supervised release imposed, defendant may be returned to
16 prison for all or part of the term of supervised release authorized
17 by statute for the offense that resulted in the term of supervised
18 release, which could result in defendant serving a total term of
19 imprisonment greater than the statutory maximum stated above.

20 8. Defendant understands that, by pleading guilty, defendant
21 may be giving up valuable government benefits and valuable civic
22 rights, such as the right to vote, the right to possess a firearm,
23 the right to hold office, and the right to serve on a jury.
24 Defendant understands that once the court accepts defendant's guilty
25 plea, it will be a federal felony for defendant to possess a firearm
26 or ammunition. Defendant understands that the conviction in this
27 case may also subject defendant to various other collateral
28 consequences, including but not limited to revocation of probation,

1 parole, or supervised release in another case and suspension or
2 revocation of a professional license. Defendant understands that
3 unanticipated collateral consequences will not serve as grounds to
4 withdraw defendant's guilty plea.

5 9. Defendant understands that defendant would be required to
6 pay full restitution to the victims of the offense to which
7 defendant is pleading guilty, except that he has already done so.

8 FACTUAL BASIS

9 10. Defendant admits that defendant is, in fact, guilty of the
10 offense to which defendant is agreeing to plead guilty. Defendant
11 and the USAO agree to the statement of facts provided below and
12 agree that this statement of facts is sufficient to support a plea
13 of guilty to the charges described in this agreement and to
14 establish the Sentencing Guidelines factors set forth below but is
15 not meant to be a complete recitation of all facts relevant to the
16 underlying criminal conduct or all facts known to either party that
17 relate to that conduct.

18 Beginning in 2020, and continuing through at least August 6,
19 2020, there was an agreement between two or more persons to
20 commit wire fraud. Defendant became a member of that
21 conspiracy knowing of its object and intending to help
22 accomplish it. In furtherance of the conspiracy, defendant,
23 acting with the intent to defraud, arranged to file on July 12,
24 2020, for an Economic Injury Disaster Loan for his business
25 Golden Exclusive Properties Inc. for \$150,000, in which he
falsely declared that it was not engaged in any illegal
activity, when he knew that most of its business activity
involved the sale of marijuana which was illegal activity as
defined by Federal guidelines. The filing for the loan, and
defendant's communications with his co-conspirator to arrange
for it, caused wire communications in interstate commerce. The
Forfeitable Property listed earlier in this plea agreement
constitutes proceeds of the unlicensed sale of marijuana, and
the fraudulent COVID relief loan.

SENTENCING FACTORS

11. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crimes of conviction.

14 12. Defendant and the USAO agree to the following applicable
15 Sentencing Guidelines factors:

16 Intended Loss \$150K: +8 U.S.S.G. § 2B1.1(b)(1)

17 Defendant and the USAO reserve the right to argue that additional
18 specific offense characteristics, adjustments, and departures under
19 the Sentencing Guidelines are appropriate.

20 13. Defendant understands that there is no agreement as to
21 defendant's criminal history score or category.

22 14. Defendant and the USAO reserve the right to argue for a
23 sentence outside the sentencing range established by the Sentencing
24 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
25 (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

27 15. Defendant understands that by pleading guilty, defendant
28 gives up the following rights:

1 a) The right to persist in a plea of not guilty.

2 b) The right to a speedy and public trial by jury.

3 c) The right to be represented by counsel - and if
4 necessary have the court appoint counsel - at trial. Defendant
5 understands, however, that, defendant retains the right to be
6 represented by counsel - and if necessary have the court appoint
7 counsel - at every other stage of the proceeding.

8 d) The right to be presumed innocent and to have the
9 burden of proof placed on the government to prove defendant guilty
10 beyond a reasonable doubt.

11 e) The right to confront and cross-examine witnesses
12 against defendant.

13 f) The right to testify and to present evidence in
14 opposition to the charges, including the right to compel the
15 attendance of witnesses to testify.

16 g) The right not to be compelled to testify, and, if
17 defendant chose not to testify or present evidence, to have that
18 choice not be used against defendant.

19 h) Any and all rights to pursue any affirmative
20 defenses, Fourth Amendment or Fifth Amendment claims, and other
21 pretrial motions that have been filed or could be filed.

22 LIMITED WAIVER OF DISCOVERY

23 16. In exchange for the government's obligations under this
24 agreement, defendant gives up any right he may have had to review
25 any additional discovery.

26 ABANDONMENT OF DIGITAL DEVICES

27 17. Defendant abandons all right, title, and interest
28 defendant had in any of the digital devices seized by law

1 enforcement officials in the investigation of this case, which
2 defendant admits are instrumentalities of defendant's offense.

3 WAIVER OF APPEAL OF CONVICTION

4 18. Defendant understands that, with the exception of an
5 appeal based on a claim that defendant's guilty pleas were
6 involuntary, by pleading guilty defendant is waiving and giving up
7 any right to appeal defendant's convictions on the offenses to which
8 defendant is pleading guilty.

9 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

10 19. Defendant agrees that, provided the Court imposes a term
11 of imprisonment of no more than five years, defendant gives up the
12 right to appeal all of the following: (a) the procedures and
13 calculations used to determine and impose any portion of the
14 sentence; (b) the term of imprisonment imposed by the Court; (c) the
15 fine imposed by the court, provided it is within the statutory
16 maximum; (d) the term of probation or supervised release imposed by
17 the Court, provided it is within the statutory maximum; (e) the
18 amount and terms of any restitution order, provided it requires
19 payment of no more than \$1,000,000; and (f) the conditions of
20 probation or supervised release imposed by the Court.

21 20. Defendant also gives up any right to bring a post-
22 conviction collateral attack on the convictions or sentence,
23 including any order of restitution, except a post-conviction
24 collateral attack based on a claim of ineffective assistance of
25 counsel, a claim of newly discovered evidence, or an explicitly
26 retroactive change in the applicable Sentencing Guidelines,
27 sentencing statutes, or statutes of conviction.

28

21. The USAO gives up its right to appeal any portion of the sentence.

RESULT OF WITHDRAWAL OF GUILTY PLEA

4 22. Defendant agrees that if, after entering a guilty plea
5 pursuant to this agreement, defendant seeks to withdraw and succeeds
6 in withdrawing defendant's guilty plea on any basis other than a
7 claim and finding that entry into this plea agreement was
8 involuntary, then (a) the USAO will be relieved of all of its
9 obligations under this agreement; and (b) should the USAO choose to
10 pursue any charge that was either dismissed or not filed as a result
11 of this agreement, then (i) any applicable statute of limitations
12 will be tolled between the date of defendant's signing of this
13 agreement and the filing commencing any such action; and
14 (ii) defendant waives and gives up all defenses based on the statute
15 of limitations, any claim of pre-indictment delay, or any speedy
16 trial claim with respect to any such action, except to the extent
17 that such defenses existed as of the date of defendant's signing
18 this agreement.

EFFECTIVE DATE OF AGREEMENT

20 23. This agreement is effective upon signature and execution
21 of all required certifications by defendant, defendant's counsel,
22 and an Assistant United States Attorney.

BREACH OF AGREEMENT

24 24. Defendant agrees that if defendant, at any time after the
25 signature of this agreement and execution of all required
26 certifications by defendant, defendant's counsel, and an Assistant
27 United States Attorney, knowingly violates or fails to perform any
28 of defendant's obligations under this agreement ("a breach"), the

1 USAO may declare this agreement breached. All of defendant's
2 obligations are material, a single breach of this agreement is
3 sufficient for the USAO to declare a breach, and defendant shall not
4 be deemed to have cured a breach without the express agreement of
5 the USAO in writing. If the USAO declares this agreement breached,
6 and the Court finds such a breach to have occurred, then: (a) if
7 defendant has previously entered a guilty plea pursuant to this
8 agreement, defendant will not be able to withdraw the guilty pleas,
9 (b) the USAO will be relieved of all its obligations under this
10 agreement, and (c) defendant will still be bound by defendant's
11 obligations under this agreement.

12 25. Following the Court's finding of a knowing breach of this
13 agreement by defendant, should the USAO choose to pursue any charge
14 that was either dismissed or not filed as a result of this
15 agreement, then:

16 a) Defendant agrees that any applicable statute of
17 limitations is tolled between the date of defendant's signing of
18 this agreement and the filing commencing any such action.

19 b) Defendant waives and gives up all defenses based on
20 the statute of limitations, any claim of pre-indictment delay, or
21 any speedy trial claim with respect to any such action, except to
22 the extent that such defenses existed as of the date of defendant's
23 signing this agreement.

24 c) Defendant agrees that: (i) any statements made by
25 defendant, under oath, at the guilty plea hearing (if such a hearing
26 occurred prior to the breach); (ii) the agreed to factual basis
27 statement in this agreement; and (iii) any evidence derived from
28 such statements, shall be admissible against defendant in any such

1 action against defendant, and defendant waives and gives up any
2 claim under the United States Constitution, any statute, Rule 410 of
3 the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of
4 Criminal Procedure, or any other federal rule, that the statements
5 or any evidence derived from the statements should be suppressed or
6 are inadmissible.

7 COURT AND PROBATION OFFICE NOT PARTIES

8 26. Defendant understands that the Court and the United States
9 Probation Office are not parties to this agreement and need not
10 accept any of the USAO's sentencing recommendations or the parties'
11 agreements to facts or sentencing factors.

12 27. Defendant understands that both defendant and the USAO are
13 free to: (a) supplement the facts by supplying relevant information
14 to the United States Probation Office and the Court, (b) correct any
15 and all factual misstatements relating to the Court's Sentencing
16 Guidelines calculations and determination of sentence, and (c) argue
17 on appeal and collateral review that the Court's Sentencing
18 Guidelines calculations and the sentence it chooses to impose are
19 not error, although each party agrees to maintain its view that the
20 calculations in the plea agreement are consistent with the facts of
21 this case. While this paragraph permits both the USAO and defendant
22 to submit full and complete factual information to the United States
23 Probation Office and the Court, even if that factual information may
24 be viewed as inconsistent with the facts agreed to in this
25 agreement, this paragraph does not affect defendant's and the USAO's
26 obligations not to contest the facts agreed to in this agreement.

27 28. Defendant understands that even if the Court ignores any
28 sentencing recommendation, finds facts or reaches conclusions

1 different from those agreed to, and/or imposes any sentence up to
2 the maximum established by statute, defendant cannot, for that
3 reason, withdraw defendant's guilty pleas, and defendant will remain
4 bound to fulfill all defendant's obligations under this agreement.
5 Defendant understands that no one -- not the prosecutor, defendant's
6 attorney, or the Court -- can make a binding prediction or promise
7 regarding the sentence defendant will receive, except that it will
8 be within the statutory maximum.

9 NO ADDITIONAL AGREEMENTS

10 29. Defendant understands that, except as set forth herein,
11 there are no promises, understandings, or agreements between the
12 USAO and defendant or defendant's attorney, and that no additional
13 promise, understanding, or agreement may be entered into unless in a
14 writing signed by all parties or on the record in court.

15 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

16 30. The parties agree that this agreement will be considered
17 part of the record of defendant's guilty plea hearing as if the
18 entire agreement had been read into the record of the proceeding.

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1 AGREED AND ACCEPTED

2 UNITED STATES ATTORNEY'S OFFICE
3 FOR THE CENTRAL DISTRICT OF CALIFORNIA

4 E. MARTIN ESTRADA
5 United States Attorney

Andrew Brown

ANDREW BROWN

Assistant United States Attorney

ALI GARAWI

Defendant

February 23, 2023

Date

3/1/23

Date

ERIC SHEVIN

Attorney for Defendant

ALI GARAWI

3/1/23

Date

13 CERTIFICATION OF DEFENDANT

14 I have read this agreement in its entirety. I have had enough
15 time to review and consider this agreement, and I have carefully and
16 thoroughly discussed every part of it with my attorney. I
17 understand the terms of this agreement, and I voluntarily agree to
18 those terms. I have discussed the evidence with my attorney, and my
19 attorney has advised me of my rights, of possible pretrial motions
20 that might be filed, of possible defenses that might be asserted
21 either prior to or at trial, of the sentencing factors set forth in
22 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions,
23 and of the consequences of entering into this agreement. No
24 promises, inducements, or representations of any kind have been made
25 to me other than those contained in this agreement. No one has
threatened or forced me in any way to enter into this agreement. I
am satisfied with the representation of my attorney in this matter,

1 and I am pleading guilty because I am guilty of the charges and wish
2 to take advantage of the promises set forth in this agreement, and
3 not for any other reason.



4
5 ALI GARAWI
6 Defendant

3/1/23
Date

7 CERTIFICATION OF DEFENDANT'S ATTORNEY

8 I am ALI GARAWI's attorney. I have carefully and thoroughly
9 discussed every part of this agreement with my client. Further, I
10 have fully advised my client of my client's rights, of possible
11 pretrial motions that might be filed, of possible defenses that
12 might be asserted either prior to or at trial, of the sentencing
13 factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing
14 Guidelines provisions, and of the consequences of entering into this
15 agreement. To my knowledge: no promises, inducements, or
16 representations of any kind have been made to my client other than
17 those contained in this agreement; no one has threatened or forced
18 my client in any way to enter into this agreement; my client's
19 decision to enter into this agreement is an informed and voluntary
20 one; and the factual basis set forth in this
21 agreement is sufficient to support my client's entry of a guilty
22 plea pursuant to this agreement.



23
24 ERIC SHEVIN
25 Attorney for Defendant
26 ALI GARAWI
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3/1/23
Date

1 EXHIBIT A

2 WAIVER AND RELEASE OF CLAIMS TO CONTEST FORFEITURE

3 I. INTRODUCTION

4 1. ALI GARAWI ("Defendant") has entered into a plea agreement
5 with the United States Attorney's Office for the Central District of
6 California.

7 2. Defendant has agreed to forfeit to the United States of
8 America defendant's interests in the following items (collectively,
9 the "Forfeitable Property"): (i) \$628,740.00 in U.S. Currency seized
10 from U.S. Private Vaults safe deposit box number 1805 in March 2021,
11 CATS ID Number 21-FBI-003033; (ii) \$523,716.00 in U.S. Currency
12 seized on or about May 10, 2022 from Muhammad Garawi's residence in
13 Los Angeles, California, CATS ID Number 22-FBI-003604; (iii)
14 \$4,478.00 in U.S. Currency seized on or about May 10, 2022 from
15 defendant's residence in Los Angeles, California, CATS ID Number 22-
16 FBI-003603; and (iv) \$251,253.00 in U.S. Currency seized on or about
17 May 10, 2022 from Rasool Garawi's residence in Los Angeles,
18 California, CATS ID Number 22-FBI-003602.

19 3. Rasool Garawi and Muhammad Garawi are relatives of
20 Defendant.

21 I. WAIVER AND RELEASE BY RASOOL GARAWI AND MUHAMMAD GARAWI

22 Rasool Garawi and Muhammad Garawi, and each of them, hereby
23 knowingly, voluntarily, and intelligently waive, relinquish, and
24 surrender all rights to contest the forfeiture of the Forfeitable
25 Property, and all rights to judicial review of the forfeiture of the
26 Forfeitable Property. In addition, Rasool Garawi and Muhammad
27 Garawi, and each of them, agree to take all steps necessary to pass
28 to the United States of America clear title to the Forfeitable

1 Property. To the extent that Rasool Garawi and Muhammad Garawi, or
2 either of them, has already filed one or more claims to contest the
3 administrative or judicial forfeiture of the Forfeitable Property,
4 or has submitted a petition for remission relative to the
5 Forfeitable Property, this Waiver and Release constitutes a complete
6 withdrawal of such claims or petitions for remission, and Rasool
7 Garawi and Muhammad Garawi, and each of them, agree and understand
8 that the Forfeitable Property shall be administratively or
9 judicially forfeited to the United States of America without any
10 further notice to Rasool Garawi and Muhammad Garawi, or either of
11 them.

12 
Rasool Garawi

13 Date

7/12/23

14 
Muhammad Garawi

15 Date

09/31/23

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